

PART I

1. NAME OF INVENTOR Obra Hogan	POSITION President	
2. DEPARTMENT OR DIVISION CPACCF		
3. DATES OF EMPLOYMENT May, 1999		
4. PRESENT ADDRESS (NO. STREET, CITY, COUNTY, STATE) 4303 Memorial Drive Suite N Decatur, GA 30032	TELEPHONE 404-298-9680	PERMANENT OR UNTIL
5. PERMANENT ADDRESS (NO. STREET, CITY, COUNTY, STATE) 4303 Memorial Drive Suite N Decatur, GA 30032	TELEPHONE Same as above	
6. NAME(S) AND ADDRESS(ES) OF CO-INVENTORS (IF ANY) N/A		
7. DESCRIPTIVE TITLE OF INVENTION A concept to invent software technology that will produce a hidden photo personal information and credit card number that can be installed in a credit card.		

8.	LIST DRAWINGS, SKETCHES, PHOTOS, REPORTS, DESCRIPTIONS, NOTEBOOK ENTRIES, ETC., WHICH SHOW OR DESCRIBE INVENTION *Articles of Incorporation *Brochure (Draft)			*Description of concept *Minutes of meetings *Bylaws
9.	EARLIEST DATE AND PLACE INVENTION WAS CONCEIVED (Brief outline of circumstances) May, 1999			OSHA Security 4303 Memorial Drive Decatur, GA 30032
10.	DATE AND PLACE OF FIRST SKETCH, DRAWING OR PHOTO May, 1999			(Same as above)
11.	DATE AND PLACE OF FIRST WRITTEN DESCRIPTION May, 1999			(Same as above)
12.	DISCLOSURE OF INVENTION TO OTHERS			
	NAME, TITLE AND ADDRESS	FORM OF DISCLOSURE	DATE AND PLACE OF DISCLOSURE	WAS SIGNATURE OBTAINED (YES OR NO)
		Board meeting		yes
		Board meeting		yes
		Board meeting		yes
		telephone conversation		n/a
12.A	IMPORTANT - HAVE ANY PUBLICATIONS OR REPORTS BEEN MADE ON THIS INVENTION? brochure (draft)			
13.	DATE AND PLACE OF COMPLETION OF FIRST OPERATING MODEL OR FULL SIZE DEVICE N/A			
14.	PRESENT LOCATION OF MODEL n/a			
15.	DATE, PLACE, DESCRIPTION AND RESULTS OF FIRST TEST OR OPERATION N/A			
16.	NAMES AND ADDRESSES OF WITNESSES OF FIRST TEST N/A			

17.	DATE, PLACE, DESCRIPTION AND RESULTS OF LATER TESTS (NAME WITNESSES) N/A
18.	IDENTIFY RECORDS OF TESTS AND GIVE PRESENT LOCATION OF RECORDS N/A
19.	DATE AND PLACE OF FIRST OFFER FOR SALE OF INVENTION N/A
20.	IDENTIFICATION OF PERSON TO WHOM OFFER OF SALE WAS MADE N/A
21.	IDENTIFICATION AND PRESENT LOCATION OF RECORDS REGARDING FIRST OFFER OF SALE N/A
22.	DATE AND PLACE OF FIRST SALE OF INVENTION N/A
23.	IDENTIFICATION OF PERSON TO WHOM FIRST SALE WAS MADE N/A
24.	IDENTIFICATION AND PRESENT LOCATION OF RECORDS REGARDING FIRST SALE N/A
25.	DATE OF PUBLICATION OR UNRESTRICTED DISTRIBUTION TO THIRD PARTIES OF A WRITTEN DESCRIPTION OF THE INVENTION N/A

26. PRIOR REPORTS OR RECORDS OF INVENTION TO WHICH INVENTION IS RELATED			
Minutes of meeting			
27. OTHER KNOWN CLOSELY RELATED PATENTS, PATENT APPLICATIONS AND PUBLICATIONS			
PATENT OR APPLICATION NO.	DATE	TITLE OF INVENTION OR PUBLISHED ARTICLE	NAME OF PUBLICATION
N/A			
28. DETAILS OF INVENTION HAVE BEEN RELEASED TO THE FOLLOWING COMPANIES OR ACTIVITIES			
NAME AND ADDRESS	INDIVIDUAL OR REPRESENTATIVE	CONTRACT NO.	DATE
N/A			
SIGNATURE OF INVENTOR:		DATE:	

- 12 AFTER THE DISCLOSURE IS PREPARED, IT SHOULD BE SIGNED BY THE INVENTOR(S), AND THEN READ AND SIGNED AT THE BOTTOM OF EACH PAGE BY TWO WITNESSES USING THE FOLLOWING STATEMENT:

"DISCLOSED TO AND UNDERSTOOD BY ME THIS _____ DAY OF _____, 20____.

SIGNATURE: _____

DISCLOSED AND UNDERSTOOD BY ME ON THIS _____ DAY OF _____, 20____

WITNESS _____

DISCLOSED AND UNDERSTOOD BY ME ON THIS _____ DAY OF _____, 20____

WITNESS _____

RECORD OF INVENTION - PART II

(Attach to Record of Invention Part I)

This Disclosure of Invention should be written up in the inventor's own words and generally should follow the outline given below. Sketches, prints, photos and other illustrations as well as reports of any nature in which the invention is referred to, if available, should form a part of this disclosure and reference can be made thereto in the description of construction and operation.

1. NAME OF INVENTOR(S): _____
2. TITLE OF INVENTION: _____

FOR ANSWERS TO THE FOLLOWING QUESTIONS USE REMAINDER OF THIS SHEET. OTHER SIDE AND ATTACH EXTRA SHEETS IF NECESSARY

3. GENERAL PURPOSE OF INVENTION. STATE IN GENERAL TERMS THE OBJECTS OF THE INVENTION.
4. DESCRIBE OLD METHOD(S) IF ANY, OF PERFORMING THE FUNCTION OF THE INVENTION.
5. INDICATE THE DISADVANTAGES OF THE OLD MEANS OR DEVICE(S).
6. DESCRIBE THE CONSTRUCTION OF YOUR INVENTION, SHOWING THE CHANGES, ADDITIONS AND IMPROVEMENTS OVER THE OLD MEANS OR DEVICES.
7. GIVE DETAILS OF THE OPERATION IF NOT ALREADY DESCRIBED UNDER 6 ABOVE.
8. STATE THE ADVANTAGES OF YOUR INVENTION OVER WHAT HAS BEEN DONE BEFORE.
9. INDICATE ANY ALTERNATIVE METHODS OF CONSTRUCTION.
10. IF A JOINT INVENTION, INDICATE WHAT CONTRIBUTION WAS MADE BY EACH INVENTOR.
11. FEATURES WHICH ARE BELIEVED TO BE NEW.

Advantages of New Method:

1. Picture concealed in card
2. Credit Card numbers concealed
3. Perpetrator will be apprehended immediately.
4. A deterrent for criminal activities.
5. Reduction in interest rates
6. User friendly
7. Customer in control of his account
8. Increase in cardholder
9. Reduction of cost of credit card industry
10. Card cannot be duplicated
11. Card can be used as personal identification
12. Additional cardholder protection
13. Increase accuracy at point of sale
14. Increase in merchant participation
15. Will stop criminals from using stolen cards

Disadvantages of Old Method:

1. See the persons' picture on the card
2. Picture/photo can be duplicated
3. Picture/photo can be replaced
4. Can be used without ID
5. Picture shows the identification of the person
6. Gender and race of the person
7. Picture look-a-like
8. Not a deterrent if lost or stolen
9. The criminal will know the person's identity and can be used to his/her advantage
10. Criminal less likely to be apprehended
11. The credit card number on the front of the card
12. Credit card number appears on your receipt
13. No security against internet fraud
14. Visible picture on credit card can be removed by heat
15. Numbers displayed on credit card can be memorized for fraudulent use
16. Unauthorized use of the card by the cardholder
17. Card cannot be fraudulent used by cardholder

CONFIDENTIALITY AGREEMENT

This agreement between Obra Hogans, Sr., hereinafter referred to as Discloser and _____, hereinafter referred to as Disclosee

WITNESSETH

1. The Disclosee will not in any manner, directly or indirectly, make known, divulge, publish or communicate the Confidential Information or any part thereof to any person, firm or corporation without the express written consent of the Discloser nor will the Disclosee allow or permit any person or persons to have access to or to inspect the Confidential Information.
2. Nothing in this Agreement shall be construed as granting Disclosee expressly, by implication, estoppel, or otherwise any license under or any right to use (a) any information received from Discloser, except the limited right to use the information for evaluation purposes as specifically provided herein, or (b) any patent, trademark, or copyright now or hereafter owned or controlled by Discloser.
3. The Disclosee will not reproduce the Confidential Information or any part thereof without the express written consent of Discloser.
4. The Disclosee will not use or utilize the Confidential Information without the express written consent of the Discloser and only for those purposes authorized in writing by Discloser.
5. The Disclosee will not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential Information except as authorized in writing by Discloser.
6. The Disclosee will not, nor will the Disclosee allow any third party, nor will the Disclosee enter any agreement with any third party, to use, utilize, sell or trade the Confidential Information, or any part thereof or any similar Confidential Information.
7. The Disclosee will use the best effort of the Disclosee to protect and safeguard the Confidential Information from loss, theft, destruction or the like and assure that any persons authorized in writing by Discloser to receive the Confidential Information from the Disclosee will be bound, in writing, by the stipulations herein.

8. The Disclosee agrees, forthwith upon oral or written demand by Discloser to return to Discloser any Confidential Information in the possession of the Disclosee.
9. This Agreement or Interpretation hereof will be governed exclusively by its terms and by the State of Georgia.
10. Discloser will be at liberty to make known, divulge or communicate or sell the Confidential Information to any other person, firm or corporation.
11. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
12. This Agreement expires in terms of two years from the date of signature.
13. This Agreement is binding upon Disclosee and Discloser and upon the representatives or relatives of each.
14. If any arbitration, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney fees, incurred in the proceeding.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of _____ (Date).

SIGNED:

SIGNED:

DISCLOSER:

DISCLOSEE:

Sworn and subscribed before me
this ____ day of _____

By: _____

Notary Public

BYLAWS

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OF

CONSUMER PROTECTION AGAINST CREDIT CARD FRAUD

ARTICLE I OFFICES

SECTION 1. PRINCIPAL OFFICE

THE PRINCIPAL OFFICE OF THE CORPORATION IS LOCATED IN DEKALB COUNTY, STATE OF GEORGIA.

ARTICLE II OBJECTIVES AND PURPOSES

SECTION 2. SPECIFIC OBJECTIVES AND PURPOSES

TO CREATE, INSTALL, IMPLEMENT AND DEVISE AND TO MARKET, SELL, LEASE OR OTHERWISE DISTRIBUTE AN ELECTRONIC DATA PROCESSING SYSTEMS AND RELATED SERVICES, INCLUDING WITHOUT LIMITATION, SYSTEMS AND RELATED SERVICES DESIGNED TO AID IN THE PROTECTION AGAINST CREDIT CARD FRAUD (IDENTIFICATION OF LOST, STOLEN OR FORGED NEGOTIABLE INSTRUMENTS); TO PURCHASE, OWN, LEASE, RENT OR OTHERWISE ACQUIRE PROPERTY, BOTH REAL AND PERSONAL OF EVERY CLASS, KIND AND CHARACTER; TO MARKET, SELL, VEND, DEAL IN, LEASE, RENT OR OTHERWISE DISTRIBUTE GOODS AND SERVICES OF EVERY KIND AND CHARACTER, AND GENERALLY TO DO ALL THINGS SUITABLE AND PROPER FOR THE PROTECTION AND ENHANCEMENT OF ITS BUSINESS AND TO EXERCISE ALL POWER AND AUTHORITY NOW OR HEREAFTER GRANTED UNTO CORPORATIONS OF THIS STATE.

SECTION 3. DUTIES

IT SHALL BE THE DUTY OF THE DIRECTORS TO (a) PERFORM ANY AND ALL DUTIES IMPOSED ON THEM COLLECTIVELY OR INDIVIDUALLY BY LAW, BY THE ARTICLES OF INCORPORATION, OR BY THESE BYLAWS. THE SPECIFIC DUTIES ARE OUTLINED IN ARTICLE XII.

SECTION 4. QUORUM FOR MEETINGS

A QUORUM SHALL CONSIST OF A MAJORITY OF THE BOARD OF DIRECTORS.

SECTION 5. MAJORITY ACTION AS BOARD ACTION

EVERY ACT OR DECISION DONE OR MADE BY A MAJORITY OF THE DIRECTORS PRESENT AT A MEETING DULY HELD AT WHICH A QUORUM IS PRESENT IS THE ACT OF THE BOARD OF DIRECTORS.

SECTION 6. CONDUCT OF MEETINGS

MEETINGS SHALL BE GOVERNED BY ROBERT'S RULES OF ORDER, INsofar AS SUCH RULES ARE NOT INCONSISTENT WITH OR IN CONFLICT WITH THE ARTICLES OF INCORPORATION, THESE BYLAWS, OR WITH PROVISIONS OF LAW.

SECTION 7. NON-LIABILITY OF DIRECTORS

THE DIRECTORS SHALL NOT BE PERSONALLY LIABLE FOR THE DEBTS, LIABILITIES, OR OTHER OBLIGATIONS OF THE CORPORATION.

ARTICLE III

SECTION 1. DESIGNATION OF OFFICERS

THE OFFICERS OF THE CORPORATION SHALL BE A PRESIDENT, A VICE PRESIDENT, A SECRETARY, AND A TREASURER, THE CORPORATION MAY ALSO HAVE OTHER SUCH OFFICERS WITH SUCH TITLE AS MAY BE DETERMINED FROM TIME TO TIME BY THE BOARD OF DIRECTORS.

ARTICLE IV DEPOSITS AND FUND

SECTION 1. CHECKS AND NOTES

EXCEPT AS OTHERWISE SPECIFICALLY DETERMINED BY RESOLUTION OF THE BOARD OF DIRECTORS, OR AS OTHERWISE REQUIRED BY LAW, CHECKS, DRAFTS, PROMISSORY NOTES, ORDERS FOR THE PAYMENT OF MONEY, AND OTHER EVIDENCE OF INDEBTEDNESS OF THE CORPORATION SHALL BE SIGNED BY THE TREASURER AND COUNTERSIGNED BY THE PRESIDENT OF THE CORPORATION. PROCEEDS FROM THE CORPORATION WILL PAY ALL DEBTS.

SECTION 2. DEPOSITS

ALL FUNDS OF THE CORPORATION SHALL BE DEPOSITED FROM TIME TO TIME TO THE CREDIT OF THE CORPORATION IN SUCH BANKS, TRUST COMPANIES, OR OTHER DEPOSITORY AS THE BOARD OF DIRECTORS MAY SELECT.

SECTION 3. GIFTS

THE BOARD OF DIRECTORS MAY ACCEPT ON BEHALF OF THE CORPORATION ANY CONTRIBUTION, GIFT, BEQUEST, OR DEVISE FOR THE NON-PROFIT PURPOSES OF THIS CORPORATION. GIFTS SHALL NOT BE ACCEPTED BY INDIVIDUAL BOARD MEMBERS.

ARTICLE VI

AMENDMENT OF BYLAWS

SECTION 1. AMENDMENT

SUBJECT TO THE POWER OF THE OFFICERS OF THIS CORPORATION TO ADOPT, AMEND OR REPEAL THE BYLAWS OF THIS CORPORATION AND EXCEPT AS MAY OTHERWISE BE SPECIFIED UNDER PROVISIONS OF LAWS, THESE BYLAWS, OR ANY OF THEM, MAY BE ALTERED, AMENDED, OR REPEALED, AND NEW BYLAWS ADOPTED BY APPROVAL OF THE BOARD OF DIRECTORS.

ARTICLE VII CONSTRUCTION AND TERMS

IF THERE IS ANY CONFLICT BETWEEN THE PROVISION OF THESE BYLAWS AND THE ARTICLES OF INCORPORATION OF THIS CORPORATION, THE PROVISIONS OF THE ARTICLES OF INCORPORATION SHALL GOVERN.

SECTION 1. COMPENSATION

THE SALARIES OF THE OFFICERS, IF ANY, SHALL BE FIXED FROM TIME TO TIME BY RESOLUTION OF THE BOARD OF DIRECTORS. IN ALL CASES, ANY SALARIES RECEIVED BY OFFICERS OF THIS CORPORATION SHALL BE REASONABLE AND GIVEN IN RETURN FOR SERVICES ACTUALLY RENDERED TO OR FOR THE CORPORATION. THE BOARD SHALL RECEIVE 40% OF PROCEEDS FROM THE CORPORATION AND RESIDUAL INCOME EQUAL TO 40%. THE FOUNDER AND BENEFICIARIES AND/OR DESIGNEE WILL RECEIVE 60% OF THE PROCEEDS AS LONG AS THE CORPORATION EXISTS. BOARD MEMBERS AND BENEFICIARIES AND/OR DESIGNEE WILL RECEIVE NET PROFIT FOR FIVE YEARS PROVIDING THE COMPANY EXISTS. ALL BOARD MEMBERS WILL BE 1099 EMPLOYEES AND RESPONSIBLE FOR INDIVIDUAL TAXES OF PROCEEDS GENERATED FROM THE CORPORATION.

SECTION 2. ELECTION AND TERM OF OFFICE

OFFICERS SHALL BE ELECTED BY THE BOARD OF DIRECTORS, AT ANY TIME, AND EACH OFFICER SHALL HOLD OFFICE UNTIL HE OR SHE RESIGNS OR IS REMOVED OR IS OTHERWISE DISQUALIFIED TO SERVE, OR UNTIL HIS OR HER SUCCESSOR SHALL BE

ELECTED AND QUALIFIED, WHICHEVER OCCURS FIRST. A BOARD MEMBER CAN BE REMOVED FROM OFFICE FOR VIOLATION OF ANY OF THE BYLAWS SET FORTH BY THE CORPORATION.

ARTICLE VIII COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE

THE BOARD OF DIRECTORS MAY, BY A MAJORITY VOTE OF ITS MEMBERS, DESIGNATE AN EXECUTIVE COMMITTEE CONSISTING OF ____ BOARD MEMBERS AND MAY DELEGATE TO SUCH COMMITTEE THE POWERS AND AUTHORITY OF THE BOARD IN THE MANAGEMENT OF THE BUSINESS AND AFFAIRS OF THE CORPORATION, TO THE EXTENT PERMITTED, AND EXCEPT AS MAY OTHERWISE BE PROVIDED, BY PROVISIONS OF LAW.

BY A MAJORITY VOTE OF ITS MEMBERS, THE BOARD MAY AT ANY TIME REVOKE OR MODIFY ANY OR ALL OF THE EXECUTIVE COMMITTEE AUTHORITY SO DELEGATED, INCREASE OR DECREASE BUT NOT BELOW TWO (2) THE NUMBER OF THE MEMBERS OF THE EXECUTIVE COMMITTEE, AND FILL VACANCIES ON THE EXECUTIVE COMMITTEE FROM THE MEMBERS OF THE BOARD. THE EXECUTIVE COMMITTEE SHALL KEEP REGULAR MINUTES OF ITS PROCEEDINGS, CAUSE THEM TO BE FILED WITH THE CORPORATE RECORDS, AND REPORT THE SAME TO THE BOARD FROM TIME TO TIME AS THE BOARD MAY REQUIRE.

SECTION 2. OTHER COMMITTEES

THE CORPORATION SHALL HAVE SUCH OTHER COMMITTEES AS MAY FROM TIME TO TIME BE DESIGNATED BY RESOLUTION OF THE BOARD OF DIRECTORS. THESE COMMITTEES MAY CONSIST OF PERSONS WHO ARE NOT ALSO MEMBERS OF THE BOARD AND SHALL ACT IN AN ADVISORY CAPACITY TO THE BOARD.

SECTION 3. MEETINGS AND ACTION OF COMMITTEES

MEETINGS AND ACTION OF COMMITTEES SHALL BE GOVERNED BY, NOTICED, HELD AND TAKEN IN ACCORDANCE WITH THE PROVISIONS OF THESE BYLAWS CONCERNING MEETINGS OF THE BOARD OF DIRECTORS, WITH SUCH CHANGES IN THE CONTEXT OF SUCH BYLAWS PROVISIONS AS ARE NECESSARY TO SUBSTITUTE THE COMMITTEE AND ITS MEMBERS FOR THE BOARD OF DIRECTORS AND ITS MEMBERS, EXCEPT THAT THE TIME FOR REGULAR AND SPECIAL MEETINGS OF COMMITTEES MAY BE FIXED BY RESOLUTION OF THE BOARD OF DIRECTORS OR BY THE COMMITTEE. THE BOARD OF DIRECTORS MAY ALSO ADOPT RULES AND REGULATIONS PERTAINING TO THE CONDUCT OF MEETINGS OF COMMITTEES TO THE EXTENT THAT SUCH RULES AND REGULATIONS ARE NOT INCONSISTENT WITH THE PROVISIONS OF THESE BYLAWS.

**ARTICLE IX
EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

SECTION 1. EXECUTION OF INSTRUMENTS

THE BOARD OF DIRECTORS, EXCEPT AS OTHERWISE PROVIDED IN THESE BYLAWS, MAY BY RESOLUTION AUTHORIZE ANY OFFICER OR AGENT OF THE CORPORATION TO ENTER INTO ANY CONTRACT OR EXECUTE AND DELIVER ANY INSTRUMENT IN THE NAME OF AND ON BEHALF OF THE CORPORATION, AND SUCH AUTHORITY MAY BE GENERAL OR CONFINED TO SPECIFIC INSTANCES. UNLESS SO AUTHORITY TO BIND THE CORPORATION BY ANY CONTRACT OR ENGAGEMENT OR TO PLEDGE ITS CREDIT OR TO RENDER IT LIABLE MONETARILY FOR ANY PURPOSE OR IN ANY AMOUNT.

**ARTICLE X
CORPORATE RECORDS, REPORTS AND SEAL**

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

THE CORPORATION SHALL KEEP AT ITS PRINCIPAL OFFICE: (a) MINUTES OF ALL MEETINGS OF DIRECTORS, COMMITTEES OF THE BOARD AND, OF ALL MEETINGS, INDICATING THE TIME AND PLACE OF HOLDING SUCH MEETINGS, WHETHER REGULAR OR SPECIAL, HOW CALLED, THE NOTICE GIVEN, AND THE NAMES OF THOSE PRESENT AND THE PROCEEDINGS THEREOF; (b) A COPY OF THE CORPORATION'S ARTICLES OF INCORPORATION AND BYLAWS AS AMENDED TO DATE, WHICH SHALL BE OPEN TO INSPECTION OF THE CORPORATION AT ALL REASONABLE TIMES SPECIFIED BY THE BOARD OF DIRECTORS.

SECTION 2. CORPORATE SEAL

THE BOARD OF DIRECTORS MAY ADOPT, USE AND AT WILL ALTER, A CORPORATE SEAL SUCH SEAL SHALL BE KEPT AT THE PRINCIPAL OFFICE OF THE CORPORATION. FAILURE TO AFFIX THE SEAL TO CORPORATE INSTRUMENTS, HOWEVER, SHALL NOT AFFECT THE VALIDITY OF ANY SUCH INSTRUMENT.

**ARTICLE XI
BOARD ACTIVITIES**

SECTION 1. LIMITATIONS ON ACTIVITIES

NO SUBSTANTIAL PART OF THE ACTIVITIES OF THIS CORPORATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THIS CORPORATION SHALL NOT

PARTICIPATE IN; OR INTERVENE IN, ANY POLITICAL CAMPAIGN ON BEHALF OF, OR IN OPPOSITION TO, ANY CANDIDATE FOR PUBLIC OFFICE

ARTICLE XII DUTIES OF OFFICERS

THE PRESIDENT SHALL BE THE CHIEF EXECUTIVE OFFICER OF THE CORPORATION AND SHALL, SUBJECT TO THE CONTROL OF THE BOARD OF DIRECTORS, SUPERVISE AND CONTROL THE AFFAIRS OF THE CORPORATION AND THE ACTIVITIES OF THE OFFICERS.

HE OR SHE SHALL PERFORM ALL DUTIES INCIDENT TO HIS OR HER OFFICE AND SUCH OTHER DUTIES AS MAYBE REQUIRED BYLAW, BY THE ARTICLES OF INCORPORATION, OR BY THESE BYLAWS. THE PRESIDENT TERM SHALL BE PERPETUAL.

IN THE ABSENCE OF THE PRESIDENT, THE VICE PRESIDENT SHALL PERFORM ALL THE DUTIES OF THE PRESIDENT, AND WHEN SO ACTING SHALL HAVE ALL THE POWERS OF, AND BE SUBJECT TO ALL THE RESTRICTIONS ON, THE PRESIDENT.

THE SECRETARY SHALL:

CERTIFY AND KEEP AT THE PRINCIPAL OFFICE OF THE CORPORATION THE ORIGINAL, OR A COPY, OF THESE BYLAWS AS AMENDED OR OTHERWISE ALTERED TO DATE.

KEEP AT THE PRINCIPAL OFFICE OF THE CORPORATION OR AT SUCH OTHER PLACE AS THE BOARD MAY DETERMINE, A BOOK OF MINUTES OF ALL MEETINGS OF THE DIRECTORS.

SEE THAT ALL NOTICES ARE DULY GIVEN IN ACCORDANCE WITH THE PROVISIONS OF THESE BYLAWS OR AS REQUIRED BYLAW.

BE CUSTODIAN OF THE RECORDS AND OF THE SEAL OF THE CORPORATION AND AFFIX THE SEAL, AS AUTHORIZED BYLAW OR THE PROVISIONS OF THESE BYLAWS.

THE TREASURER SHALL:

HAVE CHARGE AND CUSTODY OF, AND BE RESPONSIBLE FOR, ALL FUNDS AND SECURITIES OF THE CORPORATION, AND DEPOSIT ALL SUCH FUNDS IN THE NAME OF THE CORPORATION IN SUCH BANKS, TRUST COMPANIES, OR OTHER DEPOSITORIES.

RECEIVE, AND GIVE RECEIPT FOR, MONIES DUE AND PAYABLE TO THE CORPORATION FROM ANY SOURCE WHATSOEVER.

PREPARE, OR CAUSE TO BE PREPARED, AND CERTIFY, OR CAUSE TO BE CERTIFIED, THE FINANCIAL STATEMENTS TO BE INCLUDED IN ANY REQUIRED REPORTS.

RENDER TO THE PRESIDENT, WHENEVER REQUESTED, AN ACCOUNT OF ANY OR ALL OF HIS OR HER TRANSACTIONS AS TREASURER AND OF THE FINANCIAL CONDITION OF THE CORPORATION.

ARTICLE XIII AMENDMENT OF BYLAWS

SECTION 1. AMENDMENT

SUBJECT TO THE POWER OF THE MEMBERS, IF ANY, OF THIS CORPORATION TO ADOPT, AMEND OR REPEAL THE BYLAWS OF THIS CORPORATION AND EXCEPT AS MAY OTHERWISE BE SPECIFIED UNDER PROVISIONS OF LAW, BYLAWS, OR ANY OF THEM, MAY BE ALTERED, AMENDED, OR REPEALED AND NEW BYLAWS ADOPTED BY APPROVAL OF THE BOARD OF DIRECTORS.

ARTICLE XIV CONSTRUCTION AND TERMS

IF THERE IS ANY CONFLICT BETWEEN THE PROVISION OF THESE BYLAWS AND THE ARTICLES OF INCORPORATION OF THIS CORPORATION, THE PROVISIONS OF THE ARTICLES OF INCORPORATION SHALL GOVERN.

SHOULD ANY OF THE PROVISIONS OR PORTIONS OF THESE BYLAWS BE HELD UNENFORCEABLE OR INVALID FOR ANY REASON, THE REMAINING PROVISIONS AND PORTIONS OF THESE BYLAWS SHALL BE UNAFFECTED BY SUCH HOLDING.

ALL REFERENCES IN THESE BYLAWS TO THE ARTICLE; OF INCORPORATION SHALL BE TO THE ARTICLES OF INCORPORATION, CERTIFICATE OF INCORPORATION, CORPORATE CHARTER, OR OTHER FOUNDING DOCUMENT OF THIS CORPORATION FILED WITH AN OFFICE OF THIS STATE AND USED TO ESTABLISH THE LEGAL EXISTENCE OF THIS CORPORATION.

ADOPTION OF BYLAWS

WE, THE UNDERSIGNED, ARE ALL OF THE INITIAL DIRECTORS OR INCORPORATORS OF THIS CORPORATION, AND WE CONSENT TO, AND HEREBY DO, ADOPT THE FOREGOING BYLAWS.